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RESOLUTION NO. 2019 - 540

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $592,583 BETWEEN THE CITY OF TAMPA AND ENGINEERING DESIGN TECHNOLOGIES CORP. IN CONNECTION WITH CONTRACT 19-D-00003; HOWARD F. CURREN AWTP STANDBY POWER SYSTEM IMPROVEMENTS - DESIGN PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Engineering Design Technologies Corp. , ("Consultant") to provide professional services in connection with Contract 19-D-00003; Howard F. Curren AWTP Standby Power System Improvements - Design, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Agreement between the City of Tampa and Engineering Design Technologies Corp., in connection with Contract 19-D-00003; Howard F. Curren AWTP Standby Power System Improvements - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. This resolution provides $592,583 for the Howard F. Curren Advanced Wastewater Treatment Plant Standby Power System Improvements Project for use by the Wastewater Department within the Wastewater Capital Construction Fund.

Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUL 18 2019

ATTEST: Shirley Gee-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S

JUSTIN R. VASKE
ASSISTANT CITY ATTORNEY

1/2019-28

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2019, which is the date Resolution No. was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Engineering Design Technologies Corp. a/an Florida Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is P O Box 152403, Tampa, FL 33619.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 19-D-00003; Howard F. Curren AWTP Standby Power System Improvements Design ("PROJECT") in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY will be that of an independent professional consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.

B. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT's control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the

CONSULTANT, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefor.

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials are prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of $592,583 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the CONSULTANT's approved invoice.

VII. RECORDS

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually

agreed to by the CITY and CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the CONSULTANT shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the CONSULTANT shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the CONSULTANT for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the CONSULTANT upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the CONSULTANT in connection with resolution of the amount due to the CONSULTANT. The CITY, at it own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement.

The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

The CONSULTANT, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the PROJECT to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE CONSULTANT

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the

Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

E. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

The CONSULTANT shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

XVI. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. CONSULTANT shall demonstrate good faith effort toward the utilization of City certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D).**

D. At the time of the submission of invoices, the CONSULTANT shall submit to the CITY a report **(Exhibit D)** of all subcontractors, subconsultants or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the CONSULTANT acknowledges that if it fails

to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the CONSULTANT to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to CONSULTANT as a result of the provisions of the Services provided by CONSULTANT hereunder or otherwise.

XX. SEVERABILITY

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

XXII. DESIGNATION OF FORUM

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than $750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed $750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of

the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel and (ii) goods or services of $1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statues, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

A. Exempt Plans. CONSULTANT pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. CONSULTANT certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that CONSULTANT is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from CONSULTANT by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent CONSULTANT collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, CONSULTANT shall follow the requirements of Florida's Public Records Law.

C. Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, CONSULTANT agrees to comply with Florida's Public Records Law, including the following:

1. CONSULTANT shall keep and maintain public records required by the CITY to perform the services under this Agreement;

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if CONSULTANT does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, CONSULTANT shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the CONSULTANT or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If CONSULTANT transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion (or earlier termination) of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of CONSULTANT to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due CONSULTANT until records are received as provided herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

CONSULTANT:
ENGINEERING DESIGN TECHNOLOGIES CORP.

By: _____

Print Name: _____

Title: □ Pres □ Exec/Sr Vice Pres □ CEO □ Gen Partner
□ Mgr (Mgr-Mgd LLC) □ Member (Member-Mgd LLC)
□ Other *(must attach proof of authority)*: _____

License no: _____
Use entity Ch 471/481/489 license no; use individual's only if applicable.

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Justin R. Vaske, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

HOWARD F. CURREN ADVANCED WASTEWATER TREATMENT PLANT
STANDBY POWER SYSTEM IMPROVEMENTS DESIGN
19-D-00003

PROJECT

The PROJECT for the City of Tampa (CITY) shall be composed of the phases defined herein, which are required to plan, design, permit and construct the Howard F. Curren Advanced Wastewater Treatment Plant (HFC AWTP) Standby Power System Improvements. **Engineering Design Technologies Corp.** (FIRM) shall perform the necessary tasks within the following phases:

- Project Management
- Preliminary Engineering
- Design Phase Services
- Bid Phase Services
- Construction Support Phase Services

The HFC AWTP is permitted to treat 96-MGD. Currently annual average daily flows are 60 MGD and peak flows of 200 MGD. The existing Standby Power Facility at the HFC AWTP was constructed in 1995. The existing facility is comprised of four (4) Model 3516, 2,000 kW, 2,500 kVA Caterpillar diesel generators. The generators are housed in an enclosed building for a total of 8 MW of connected standby power. The standby power electrical system was designed to supply power to the plant under peak flow conditions to meet Class 1 reliability. The existing generators are currently supplied by two (2) 12,000-gallon diesel underground storage tanks located near the standby power generation facility. These tanks are connected to a day tank pumping system that draws from the underground bulk storage tanks. This serves as a fuel reservoir for the standby power generators.

The CITY desires to install an additional 2 MW stationary standby power generator to expand the standby power capacity of the treatment plant to ensure an N+1 reliability at the HFC AWTP. This installation shall also include two (2) 25,000 gallon fuel storage tanks to increase the available fuel storage to provide 5-days of fuel consumption, electrical connections, controls, a weather-protective unit enclosure, and all other equipment necessary to complete the installation and integrate the new equipment into the existing standby power facility.

The PROJECT shall be delivered in a conventional design/bid/build approach, where the FIRM, under this Scope of Services, shall prepare design plans and technical specifications, which shall be referred to as the "Bid Documents". These Bid Documents shall be used by the CITY to solicit bids from licensed construction contractors. The CITY shall select the appropriate bidder and enter into a construction contract for the work on the HFC AWTP Standby Power System Improvements.

SCOPE OF SERVICES

Our services shall include, but not be limited to, providing a Technical Design Memorandum, providing constructible and permittable drawings and technical specifications, assisting in securing permits, providing assistance during the bid phase and providing construction phase services.

The FIRM's Scope of Services shall consist of the following:

1. PROJECT MANAGEMENT

The FIRM shall manage each phase of the project by maintaining a PROJECT schedule and budget, reporting progress to the CITY, and providing invoices in a timely manner. This phase shall be active throughout the PROJECT.

Deliverables: Progress reporting included in monthly invoicing.

2. PRELIMINARY ENGINEERING

The FIRM shall prepare a Technical Memorandum, describing the recommended design features for review by and approval of the CITY. The FIRM shall review material provided by the CITY, as well as, make general observations of the facility in the field to develop the Technical Memorandum. The FIRM shall meet with CITY representatives to review the Technical Memorandum and to review the overall design concepts prior to commencing design.

The Technical Memorandum will provide preliminary information on generator selection, electrical improvements, fuel tanks and fueling system, containment area, general layout of equipment and other information needed to describe the design criteria for the project.

Following the review of the Technical Memorandum by the CITY, the FIRM shall address comments provided by the CITY and make appropriate changes to the Technical Memorandum. The FIRM shall address each comment and provide responses concerning the action to be taken or an explanation for resolution. The FIRM shall update the Technical Memorandum based on the CITY's input and shall provide a Final Technical Memorandum.

Deliverables: Draft Technical Memorandum, one (1) electronic copy, .pdf, and Final Technical Memorandum, one (1) electronic copy, .pdf and one (1) bound hard copy.

3. DESIGN PHASE SERVICES

Design Phase Services shall be provided by the FIRM after the Preliminary Engineering is completed.

A. Structural

Structural engineering services shall consist of developing design drawings and technical specifications for this PROJECT. The tasks anticipated include:

1) Structural design of a new concrete generator slab. The design shall include slab and foundation design and details. Due to the soils conditions, it is anticipated the slab will require a pile-supported foundation.

2) Structural design for the grating platform, railings, and stairways for the new generator. The design shall include the platform framing, handrails, and stairway design and details.

3) Structural design for a new concrete fuel storage tank slab, tank supports, and containment walls. The design shall include slab and wall design and details. Due to the soils conditions, it is anticipated the slab shall require a pile-supported foundation.

4) Structural design for a new concrete pipe trench for the fuel piping and access cover.

5) Structural design for new stairs and platforms for access to the new generator and fuel tank. The design shall include framing design and details.

6) Preparation of technical specifications.

7) Provide drawing submittals for the CITY's review at the 60%, 90% and 100% design milestones.

8) Provide technical specifications submittals for the CITY's review at the 90% and 100% design milestones.

9) Provide a cost estimate with the 90% design milestone submittal. This cost estimate shall be based on the drawings and specifications submitted at the 90% design milestone.

B. Civil / Mechanical / Piping

Civil / Mechanical / Piping engineering services shall consist of developing design drawings and technical specifications for this PROJECT. The tasks anticipated include:

1) Conduct a site investigation to obtain field data for use in the preparation of the design drawings and technical specifications.

2) Conduct subsurface utility (SUE) investigation using ground penetrating radar (GPR) and vacuum extraction methods, as needed, to locate and confirm the presence of existing utilities and mark the horizontal location in the project site. This includes up to six (6) verified vertical and horizontal (VVH) locations.

Utilization of the GPR and vacuum extraction is the industry recognized procedure for locating underground utilities and features. Although effective and reliable, there is the possibility that not all utilities shall be detected due to environmental conditions, soil conditions, water table, excessive depth and/or feature makeup. Identification of utilities is limited to the above the water table or to a maximum depth of 4 to 5 feet below the ground surface.

3) Address the design parameters for fuel storage.

   a) Run time/consumption.
   b) Department of Environmental Protection (DEP) / Hillsborough County Health Department (HCHD) fuel storage requirements and regulations.
   c) Fuel turnover considerations.
   d) Air regulation thresholds.
   e) Fuel storage tank regulation thresholds.

4) Design the fuel storage area and the associated piping, pumping and valves.

5) Design the diesel fuel piping from the new fuel storage tanks to the new engine/generator set and the existing diesel fuel system.

6) Civil design of the standby diesel engine/generator area, including site stormwater and drainage control. The layout for the engine/generator set will take into consideration the possibility of adding a 6th generator in the future.

7) Civil design of the new fuel storage tank and containment area, including site stormwater and drainage control.

8) Preparation of technical specifications.

9) Provide drawing submittals for the CITY's review at the 60%, 90% and 100% design milestones.

10) Provide technical specification submittals for the CITY's review at the 90% and 100% design milestones.

11) Provide a cost estimate with the 90% design milestone submittal. This cost estimate shall be based on the drawings and specifications submitted at the 90% design milestone.

C. Electrical / Instrumentation / Control

Electrical / Instrumentation / Control engineering services shall consist of developing design drawings and technical specifications for this PROJECT. The tasks anticipated include:

1) Specify a diesel-fueled engine/generator set with a weatherproof, sound attenuating unit enclosure, silencer, day tank, panelboard and engine control panel. The engine/generator set shall be similar in size, style and configuration to the existing four (4) engine/generator sets. The engine/generator set shall meet Tier IV requirements as required by the Environmental Protection Agency (EPA).

2) Design and detail the connections for the additional synchronizing equipment, controls and circuit breaker to accommodate the new engine/generator set.

   Many of the electrical facilities for the addition of a fifth generator presently exist. Design services are based on providing the additional components needed for the new generator.

3) Design and detail the additional remote input/output (I/O) racks and I/O cards to monitor and control the operation of the new engine/generator set and circuit breaker thru the programmable logic controller (PLC) located in the standby power facility.

4) Design the equipment grounding system for the new engine/generator set.

5) Develop the design requirements for an electrical system-grounding resistor for the new engine/generator set.

6) Develop a lighting plan, including emergency lighting, in the new engine/generator set unit enclosure.

7) Layout and design the conduit and wiring for the power and controls to/from the new engine/generator set.

8) Specify and develop drawing details for the installation of a rack-mounted circuit breaker in the existing switchgear compartment for the generator.

9) Develop the design for the new motor starters, associated controls and conduit and wiring for the new diesel fuel pump motors.

10) Design a layout for the necessary power wiring and controls for the new standby engine/generator set.

11) Develop the design for the power distribution to the sump pumps and the diesel fuel pumps.

12) Develop a lighting plan for the LED-type area lighting in the fuel storage area.

13) Design and detail the discrete and analog input and output points to the existing PLC equipment in the standby power facility to monitor and control the new standby engine/generator set.

14) Develop the requirements to update the Human Machine Interface (HMI) screen displays at the Howard F. Curren plant to monitor and control the new standby engine/generator set.

15) Provide design details for the instrumentation, wiring and conduit to monitor the diesel fuel storage tank levels on the Supervisory Control and Data Acquisition (SCADA) system.

16) Provide design drawings for the diesel fuel pump controls for operation and monitoring from the SCADA system.

17) Develop the design for the run status indication for the sump pumps, the new fuel pumps and the existing fuel pumps.

18) Develop the design details for the annunciation in the SCADA system for the diesel fuel leak detection alarms.

19) Preparation of technical specifications.

20) Provide drawing submittals for the CITY's review at the 60%, 90% and 100% design milestones.

21) Provide technical specification submittals for the CITY's review at the 90% and 100% design milestones.

22) Provide a cost estimate with the 90% design milestone submittal. This cost estimate shall be based on the drawings and specifications submitted at the 90% design milestone.

Deliverables for Design Phase Services: The FIRM shall provide drawing submittals in electronic .pdf format at the 60%, 90% and 100% design milestones. The FIRM shall provide technical specifications in electronic .pdf format at the 90% and 100% design milestones. Drawing submittals shall be in AutoCAD Version 2018 and technical specifications in Word format at the final design milestone.

The FIRM shall provide a cost estimate based on the drawings and specifications at the 90% design milestone.

D. Permitting

1) The following permits / registrations will be required for this project.

   a) General Environmental Resource Program (ERP) permit modification or exemption.

b) Environmental Protection Commission's (EPC) Fuel Storage Tank Installation Permit.
c) Florida Department of Environmental Protection (FDEP) Storage Tank Facility Registration.
d) CITY Construction Services Department Building Permit.
e) FDEP Construction Permit and revisions to the existing Air Permit.

2) Tasks included for permitting include:

a) Preparation of all required permit applications and coordination of review with the CITY.
b) Submit applications to the permitting agencies.
c) Review up to two (2) requests for information (RFI's) per permit and prepare draft response for the CITY's review and approval. The FIRM shall submit responses to the RFI's to the permitting agency and resubmit permits, as required.

CITY will submit and pay fees for the CITY Construction Services Department Building Permit.

All other permit application fees shall be paid by the FIRM from a Permit Allowance of $5,000.00. Additional permitting application fees in excess of $5,000.00 will be paid by the CITY through a supplement to this Permit Allowance. Any unused funds from the Permit Allowance will not be invoiced to the CITY.

Deliverables for Permitting: The FIRM shall provide all required permit applications in electronic .pdf format and one (1) bound hard copy. The FIRM shall respond to RFI's for all required permits.

E. Spill Prevention Control and Countermeasure (SPCC) Plan

The FIRM shall prepare an SPCC Plan for the HFC AWTP, including the diesel fuel storage for the Standby Power System Project.

1) The FIRM shall prepare an SPCC Plan in accordance with EPA Rule Guidance, 40 CFR 112.7 and best engineering practices. The SPCC Plan elements shall include:

a) Listing of fuel containers at the facility, including contents and location.
b) Description of the procedures that shall be used to prevent oil spills.
c) Description of measures implemented to prevent the fuel from reaching the waterways.
d) Description of measures to contain and cleanup spills.
e) List of emergency contacts and first responders.

2) The SPCC Plan will include seven (7) above-ground petroleum storage tanks ranging in size from 700 to 4,000 gallons, four (4) 12,000 gallon underground petroleum storage tanks and the petroleum storage that will be part of the Standby Power System Project.

3) The FIRM shall use existing drawings and figures, as well as, existing aerial photographs to originate the site plan of the HFC AWTP for the SPCC Plan. No updated survey to develop a site plan is included in this proposal.

4) The FIRM shall conduct a review meeting with the CITY's staff to discuss review comments and answer any questions concerning the SPCC Plan. Following the meeting, the FIRM shall revise the Draft SPCC to reflect the comments and issue the Final SPCC Plan.

Deliverables for SPCC Plan: The FIRM will provide the SPCC Plan in electronic .pdf format and one (1) hard copy.

F. Geotechnical

The FIRM will use the geotechnical data available to the CITY to determine foundation requirements the structural engineer will require for design.

If additional geotechnical data is required, geotechnical data shall be provided by the FIRM, including up to four (4) soil borings and subsurface investigation information from the areas for siting the fuel storage tanks and the engine/generator set.

An allowance shall be included by the FIRM for conducting these additional soil borings. If these funds are not used, the unused funds shall be credited to the CITY.

Deliverables for Geotechnical: The FIRM shall provide geotechnical data in .pdf and AutoCAD Version 2018 formats and one (1) hard copy.

G. Surveying

FIRM shall obtain horizontal and vertical locations of all features located within the project area near the Standby Power Facility, and prepare a topographic survey suitable for use as a base map. The survey shall show the following:

1) Horizontal and vertical control network for the project area.
2) Poles and towers.
3) Edges of any existing pavements, sidewalks, and curbs at 50-foot intervals.
4) Existing manholes, hydrants, catch basins, valve boxes, meter boxes, and underground utility markers.
5) Visible culverts and storm structures.

6) Buildings and structures within the project area.

Deliverables for Surveying: The FIRM shall provide survey data in .pdf and AutoCAD Version 2018 formats and one (1) hard copy.

H. Meetings

FIRM shall attend meetings with the CITY's staff:

1) One (1) kickoff meeting.
2) One (1) pre-bid meeting.
3) One (1) Technical Memorandum review meeting.
4) One (1) 60% design milestone review meeting.
5) One (1) 90% design milestone review meeting.
6) One (1) SPCC Plan review meeting.

Deliverables for Meetings: The FIRM shall provide a meeting agenda for each meeting in electronic .pdf format.

4. BID PHASE SERVICES

A. FIRM shall provide responses to the CITY for requests for information from bidders for clarification or additional information during the bid period.

B. FIRM shall prepare addenda items, as required, to clarify the drawings and technical specifications.

5. CONSTRUCTION SUPPORT PHASE SERVICES

A. During construction of the HFC AWTP Standby Power System Improvements project, the FIRM shall support the CITY by providing the following construction phase services.

1) Review shop drawings and submittals prepared by the Contractor.

2) Attend seven (7) construction site meetings.

3) Answer RFI's generated by the Contractor and prepare revisions to the drawings and technical specifications, as necessary.

4) Conduct ten (10) construction observation visits and prepare "punch lists", as necessary.

5) Review of Operations and Maintenance Manuals prepared by the Contractor.

6) Provide three (3) days for start-up assistance and commissioning.

7) Prepare record drawings from red-lined "as-built" drawings prepared by the Contractor.

Deliverables for Construction Phase: The FIRM shall provide electronically sealed record drawings in electronic .pdf format. Additionally, the FIRM shall provide record drawings in AutoCAD Version 2018 format.

DELIVERABLES AND SCHEDULE

The FIRM shall schedule deliverables to the CITY as follows:

- Technical Memorandum draft within 60 days of the notice to proceed.
- Final Technical Memorandum within 14 days after receiving comments from the CITY on the Technical Memorandum draft.
- 60% Bid Documents within 90 days of the approval by the CITY of the Technical Memorandum.
- 90% Bid Documents within 150 days of the approval by the CITY of the 60% Bid Documents. A construction cost estimate shall also be provided with this submittal.
- 100% Bid Documents within 45 days of the approval by the CITY of the 90% Bid Documents.

EXHIBIT B

COMPENSATION

HOWARD F. CURREN ADVANCED WASTEWATER TREATMENT PLANT
STANDBY POWER SYSTEM IMPROVEMENTS DESIGN
19-D-00003

Compensation shall be in accordance with the not-to-exceed fees shown.

The FIRM shall perform the work detailed in Exhibit A as a Not-to-Exceed with an Allowance for Additional Services Basis with a total compensation not-to-exceed $592,583.00, the actual total amount of which shall be equal to the not-to-exceed of $580,583.00 plus those amounts, of any, not-to-exceed $12,000.00 properly charged against the Allowances listed in this Exhibit B. Invoicing shall be done on a monthly basis.

EXHIBIT B
ENGINEERING COMPENSATION

CITY OF TAMPA, FLORIDA
WASTEWATER DEPARTMENT

Howard F. Curren AWTP Standby Power System Improvements

Engineering Design Technologies Corp.
June 12, 2019

Compensation

Task No.	Task	Not-To-Exceed Fee
1.0	Project Management	
1.1	Project Management, QA/QC	$91,183.00
	TOTAL TASK 1.0	**$91,183.00**
2.0	Preliminary Engineering	
2.1	Kickoff Meeting, Information Collection and Site Visits	$16,740.00
2.2	Prepare Draft Technical Memorandum	$34,020.00
2.3	Attend Review Meeting and Incorporate City Review Comments	$5,750.00
2.4	Prepare Final Technical Memorandum	$9,305.00
	TOTAL TASK 2.0	**$65,815.00**
3.0	Design Phase Services	
3.1	Prepare and Submit 60% Design Documents, Including SUE & GPR	$112,375.00
3.2	Attend 60% Review Meeting and Incorporate City Comments	$2,550.00
3.3	Prepare and Submit 90% Design Documents	$83,605.00
3.4	Attend 90% Review Meeting and Incorporate City Comments	$2,800.00
3.5	Prepare and Submit 100% Design Documents	$50,415.00
3.6	Permit Application Preparation and Submittal	$23,840.00
3.7	Responses to Permit RFI's	$5,700.00
3.8	Prepare SPCC Plan	$11,500.00
	TOTAL TASK 3.0	**$292,785.00**
4.0	Bid Phase	
4.1	Attend Pre-Bid Meeting and Responses to RFI's	$8,790.00
4.2	Preparation of Addenda to Drawings & Specifications	$6,670.00
	TOTAL TASK 4.0	**$15,460.00**
5.0	Construction Phase	
5.1	Review Shop Drawings and Submittals	$63,290.00
5.2	Construction Site Meetings (7)	$13,500.00
5.3	Respond to RFI's	$4,800.00
5.4	Construction Observation Visits (10)	$17,250.00
5.5	Review O&M Manual	$6,800.00
5.6	Provide Start-Up Assistance (3 days)	$4,500.00
5.7	Prepare Record Drawings	$5,200.00
	TOTAL TASK 5.0	**$115,340.00**
6.0	Allowance	
6.1	Geotechnical Allowance	$7,000.00
6.2	Permit Allowance	$5,000.00
	TOTAL TASK 6.0	$12,000.00
	TOTAL	**$592,583.00**
	TOTAL NOT-TO-EXCEED COMPENSATION:	**$592,583.00**

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites),pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

[1] "M" indicates million(s), for example $1M is $1,000,000

Document updated and approved by Legal and Risk Management as of 08/16/2016

and products are involved. Limits of not less than $2M per occurrence and $2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than $1M per occurrence, and $2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of $1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least $1M per occurrence and $1M aggregate. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

☒ Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 ☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☐ Other: _____

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

Document updated and approved by Legal and Risk Management as of 08/16/2016

EXHIBIT D

City of Tampa's Equal Business Opportunity Program Procedures for Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.

- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.

- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.

- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above

- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.

- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur.

- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City with copy of executed agreement or purchase order as documentation.

- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.

Rev. 1-5-13

City of Tampa

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 19-D-00003 Contract Name: Howard F. Curren AWTP Standby Power System Improvements
Company Name: Engineering Design Technologies Corp. Address: P.O. Box 152403, Tampa, FL 33684
Federal ID: 59-2836073 Phone: 813-289-8080 Fax: 813-282-9184 Email: bhall@edt1.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

[ ] No Firms were contacted or solicited for this contract.

[ ] No Firms were contacted because:_____

[X] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S 592836073	Engineering Design Technologies Corp. P.O. Box 152403 Tampa, Florida 33684 813.289.8080	M	Electrical / Instrumentation 925	P	Y
W 591907168	Metzger and Willard, Inc. 8600 Hidden River Parkway, Suite 550 Tampa, Florida 33637 813.977.6005 / 813.977.0593 (fax)	CF	Civil / Surveying 925	P	Y
W 592892568	Broadway Engineering, P.A. 1335 West Cass Street Tampa, Florida 33606 813.251.9244 / 813.251.9330 (fax)	CF	Structural 925	P	Y
S 593154723	Tierra Inc. 7351 Temple Terrace Highway Tampa, Florida 33637 813.989.1354 / 813.989.1355 (fax)	HM	Geotechnical 925	P	Y
W 592733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Boulevard Oldsmar, Florida 34677 813.854.1342	CF	Surveyors 925	P	Y
O 591961870	Environmental Engineering Consultants 5119 North Florida Avenue Tampa, Florida 33673 813.237.3781	WF	Environmental 925	P	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: Bob E. Hallman Name/Title: Bob E. Hallman / Principal Date: 05/29/19

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

City of Tampa

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

Contract No.: 19-D-00003 Contract Name: Howard F. Curren AWTP Standby Power System Improvements
Company Name: Engineering Design Technologies Corp. Address: P.O. Box 152403, Tampa, FL 33684
Federal ID: 59-2836073 Phone: 813-289-8080 Fax: 813-282-9184 Email: bhall@edt1.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[X] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
S 592836073	Engineering Design Technologies Corp. P.O. Box 152403 Tampa, Florida 33684 813.289.8080	M	Electrical / Instrumentation 925	$368,440	60%
W 591907168	Metzger and Willard, Inc. 8600 Hidden River Parkway, Suite 550 Tampa, Florida 33637 813.977.6005 / 813.977.0593 (fax)	CF	Civil / Surveying 925	$169,043	15%
W 592892568	Broadway Engineering, P.A. 1335 West Cass Street Tampa, Florida 33606 813.251.9244 / 813.251.9330 (fax)	CF	Structural 925	$37,750	10%
S 593154723	Tierra Inc. 7351 Temple Terrace Highway Tampa, Florida 33637 813.989.1354 / 813.989.1355 (fax)	HM	Geotechnical 925	$7,900	5%
W 592733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Boulevard Oldsmar, Florida 34677 813.854.1342	CF	Surveyors 925	$4,950	5%
O 591961870	Environmental Engineering Consultants 5119 North Florida Avenue Tampa, Florida 33673 813.237.3781	WF	Environmental 925	$4,500	5%

Total ALL Subcontract / Supplier Utilization $ 592,583.00
Total SLBE Utilization $ 376,340.00
Total WMBE Utilization $ 211,743.00
Percent SLBE Utilization of Total Bid/Proposal Amt. 65 **% Percent WMBE Utilization of Total Bid/Proposal Amt.** 30 **%**

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: Bob E. Hallman Name/Title: Bob E. Hallman / Principal Date: 05/29/19

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

Exhibit D

Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[ ] Partial [ ] Final
Contract No.: _____ WO#,(if any): _____ Contract Name: _____
Contractor Name: _____ Address: _____
Federal ID: _____ Phone: _____ Fax: _____ Email: _____
GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: $_____ Total Contract Amount(including change orders):$_____
-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____

DMI form 30 (rev. 02/01/2013) **Note: Detailed Instructions for completing this form are on the next page**

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department**. The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date**. This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.